

V. TERMS OF AGREEMENT

1. Agreement not a lease: This agreement is not a lease. It creates no exclusive right on the part of the student to occupy any particular portion of NCMC property. The College may assign and reassign the student to specific student housing whenever, in the College's sole discretion, it deems such action necessary or desirable.

2. Eligibility: To occupy halls, the student must be enrolled at NCMC and be in good financial standing with the College.

3. Term: The term of this agreement is for an **ACADEMIC YEAR** or remainder of an academic year if entered into subsequent to the beginning of the academic year. Academic year consists of fall and spring semesters and does not include intersession.

- a) Student housing may be occupied and must be vacated in accordance with the schedule issued by the College. The student agrees to comply with the aforesaid schedule. Student housing will be closed during breaks and vacation periods.
- b) Failure to occupy assigned housing or notify housing staff by 8:00 a.m. on the second day of classes of either semester will constitute cancellation of this agreement during that year. The student will be declared a "no show" and agrees to be bound by and to comply with the cancellation provisions set forth in paragraph nine hereof.

4. Assignments: The College will attempt to honor the preferences expressed by the student for a room assignment and reserves the right to (re)assign the student to other rooms when necessary.

5. Housing Fees: The student agrees to pay housing and board fees (all students are required to have a meal plan).

- a) Should the income from student occupancy be less than that required to meet such expenses, the College reserves the right to increase the established rate by up to, but no more than 15% effective the spring semester.
- b) If residents default in the payment of college charges, the College shall terminate this agreement and retake possession of the premises. Residents will remain liable for the contracted amount, and all costs incurred in collections and forfeit deposit.

6. Personal Property: The student hereby agrees that any and all of the student's personal property or property of third parties in the student's custody or possession which may be present upon the College's premises shall be the sole responsibility of the student. The student does hereby waive any and all claims against and does hereby agree to indemnify, defend and hold harmless the Board of Trustees of NCMC, its officers, agents and employees for loss, damage or destruction of any cause whatsoever. **Students are advised to procure their own insurance against such eventualities.** All personal property must be removed from the student's room no later than the last day of occupancy and the student hereby surrenders all claims to and abandons any property remaining on the premises after such date.

7. Security Deposit: A \$100 security deposit (\$75 refundable) is required for all applications for NCMC housing and will be retained by NCMC for so long as the student resides in NCMC housing. Unless the deposit is forfeited under any of the terms of this agreement, the \$75 deposit, less any assessment for damages, or outstanding College charges, will be refunded to the student following termination of the agreement by the student and inspection of the premises and property by the College. The student agrees to be responsible for any cost of defacement or damage to the room or rooms, common areas and all College furnishings or property that are damaged or destroyed during the term hereof.

8. Cancellation and Termination: (please read entire section)

- a) Prior to the agreement period: A written request for agreement cancellation by the student that is **received and approved** by the Director of Residence Life postmarked on or before June 1, for Fall Semester will result in a refund of room/board charges and the deposit. A student signing anew agreement for the Spring Semester will have until November 15, to request the cancellation and refund of room/board charges and deposit. A request received after these dates, but before the first day of hall opening, will result in the forfeiture of the security deposit by the student. Should the agreement be signed after June 1 (for fall/spring) or November 15 (for spring), and the student decides to cancel, they will forfeit the deposit.
- b) Graduate, marriage, military: The student may request cancellation of this agreement for spring without forfeiture of the security deposit for reasons of graduation, marriage, or military deployment by filing a written request with the Director of Residence Life by November 15. Students who are academically suspended/dismissed from the College will not be eligible to receive their deposit.

9. Buy-Out Clause: The student hereby consents and agrees to obey and abide by all NCMC policies and regulations and recognizes the right of the College to terminate this agreement for breach of any such College policies and regulations. Cancellations must be made either in writing and signed by the student or sent from the student's private email account and delivered to the Director of Residence Life. If the agreement is cancelled during one of the following periods, the deposit will be lost, the student will pay for meals served until the effective date of cancellation plus 25% of the remaining meal plan and the following will result:

- a) Cancellations occurring in the fall semester –The student agrees to pay for room occupancy to the effective date of cancellation, plus 50% of the room rate for the remainder of the fall semester and 35% of the spring semester.
- b) Cancellations for spring semester – For cancellations received prior to the last day of the fall semester, the student agrees to pay for 35% of housing fees for spring plus 25% of the remaining meal plan. If the cancellation is received and approved prior to November 15, \$75 of the deposit will be refunded less any assessment for damages or outstanding College charges. After the last day of the fall semester, or if a student is removed for disciplinary reasons, the student agrees to pay for room occupancy to the effective date of cancellation, plus 50% of the room rate for the remainder of the academic year.
- c) If a student is academically suspended and officially vacates NCMC housing prior to the first day of hall opening in the following semester, the student will pay for 35% of housing fees and be responsible for 25% of the remaining meal plan. After the first day of hall opening, the student agrees to pay for 50% of the room rate for the remainder of the academic year.
- d) No Shows- If a student is declared No-Show, the student agrees to pay for 50% of the room rate for the semester and 25% of the meal plan.

10. Vacating of Premises: In the event of cancellation or termination of this agreement, the student hereby agrees to vacate all NCMC housing facilities within 24 hours of notification of such cancellation or termination. The student further agrees to vacate all NCMC housing facilities prior to the date and time of closing of such facilities as stated in the schedule issued by the College. This includes vacation/break periods.

11. Room Entry: The College reserves the right for authorized College representatives to enter all rooms for housekeeping purposes, repair or maintenance, health, safety, or disciplinary reasons.

12. Missouri Agreement: This agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.